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RECORDATION NO. 19678 FILED 1995

OCT 24 1995 3 55 PM

OF COUNSEL
URBAN AND RURAL
RECORDATION

October 24, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Security Agreement-Chattel Mortgage, dated as of October 24, 1995, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: NatWest Bank, N.A.
175 Water Street
New York, New York 10038

A description of the railroad equipment covered by the enclosed document is:

977 railcars bearing ACFX reporting marks and road numbers as set forth on Schedule A attached thereto.

Copy sent to Mr. Williams - 10/25/95

19678
REGISTRATION NO. FILED 1425

EXECUTION COPY

OCT 24 1995 3 22 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT - CHATTEL MORTGAGE

between

ACF INDUSTRIES, INCORPORATED,

as Debtor

and

NATWEST BANK N.A.,
as Administrative and Collateral Agent

Dated as of

October 24, 1995



Interstate Commerce Commission
Washington, D.C. 20423-0001

10/24/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth St., NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/24/95 at 3:35PM, and assigned recordation number(s). 19678, 18816-F, 18827-N and 19111-LLL, MMM, and 19111-NNN.

Sincerely yours.

Vernon A. Williams
Secretary

Enclosure(s)

(0100825088)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with document filed on the date shown. This receipt is issued for the amount paid and in no way indicate acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19678
REGISTRATION NO. _____ FILED 1425

EXECUTION COPY

OCT 24 1995 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT - CHATTEL MORTGAGE

between

ACF INDUSTRIES, INCORPORATED,

as Debtor

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Dated as of

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SECURITY AGREEMENT - CHATTEL MORTGAGE

SECURITY AGREEMENT - CHATTEL MORTGAGE dated as of October 24, 1995 (this "Security Agreement") between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and NATWEST BANK N.A. ("NatWest"), as Administrative and Collateral Agent for the Lenders (as defined in the Loan Agreement defined below), a national banking association (together with its successors and assigns in such capacity, the "Administrative and Collateral Agent").

RECITALS

A. Pursuant to Section 2.01 of the Term Loan Agreement dated as of October 24, 1995, among the Debtor, as Borrower, NatWest, in its capacity as Lender, the Administrative and Collateral Agent, GATX Capital Corporation, as Lender and as Collateral Subagent, and MeesPierson, N.V., as Lender (as amended, modified or supplemented from time to time, the "Loan Agreement"), and subject to the conditions therein set forth, the Lenders have agreed to make a loan to the Debtor in the aggregate principal amount of Fifty Three Million Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$53,333,333.33) (the "Secured Loan") in order to enable the Debtor to repay indebtedness incurred in connection with the manufacture by the Debtor of Equipment, which Secured Loan is evidenced by senior secured promissory notes (including any substitutions, replacements or restatements thereof, the "Notes") executed by the Debtor in favor of the Lenders.

B. It is a condition precedent to the making of the Secured Loan that the Debtor execute and deliver this Security Agreement.

C. The principal of and interest on the Notes and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Loan Agreement, the Notes, this Security Agreement and the other Loan Documents are hereinafter sometimes referred to as "indebtedness hereby secured."

Section 1. DEFINITIONS

1.01 The following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined here shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement

shall include in the singular number the plural and in the plural number the singular.

"AAR" shall mean the Association of American Railroads.

"AAR Value" shall mean, with respect to any railcar included in the Equipment or any proposed Replacement Unit, the settlement value of such railcar as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or any successor rule) of the AAR as published in the most recent edition of the Field Manual of the A.A.R. Interchange Rules (or a successor publication).

"Collateral" shall have the meaning specified in Section 2 hereof.

"Equipment Lease" shall have the meaning assigned to it in Section 2.03 hereof.

"Equipment Lease Proceeds" shall have the meaning specified in Section 2.03 hereof.

"ICA" shall mean the Interstate Commerce Act, as amended, and the regulations and rulings promulgated thereunder or any successor statute thereto.

"Lien" shall have the meaning specified in Section 3.03 hereof.

"Loan Agreement" shall have the meaning assigned to it in Recital A hereof.

"Original Lease" shall have the meaning specified in the definition of "Replacement Lease" in this Section 1.

"Permitted Lien" shall have the meaning specified in Section 3.03 hereof.

"Replacement Lease" shall mean a full service, non-cancellable Operating Lease entered into by the Debtor in an arms-length transaction which is comparable to the Expired Lease or the Equipment Lease to which the original Item of Equipment being replaced was subject (such lease being the "Original Lease"), as the case may be, in the opinion of the Administrative and Collateral Agent.

"Replacement Unit" shall mean a replacement unit of the same type as the unit of Rolling Stock being replaced, of comparable age or newer than such replaced unit, in at least as good a condition as (and in any event in the condition required by the Loan Agreement), and having at least equal AAR Value as, such

replaced unit, and as to which the Debtor shall have certified in writing to the Administrative and Collateral Agent that such unit shall satisfy each of the foregoing conditions..

"Secured Loan" shall have the meaning specified in Recital A hereof.

"Security Agreement" shall mean this Security Agreement as specified in the first paragraph hereof.

Section 2. SECURITY

2.01 Grant of Security. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Lenders and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the due payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness and liabilities of the Debtor to the Lenders, the Administrative and Collateral Agent and the Collateral Subagent, and the performance and observance by the Debtor of all its obligations contained in or arising out of the Loan Agreement, this Security Agreement, the Notes and the other Loan Documents, including all amendments, modifications and supplements thereto (sometimes referred to herein collectively as the "Obligations"), does hereby assign, mortgage, pledge, hypothecate, transfer and set over to the Administrative and Collateral Agent on behalf of the Lenders, the Administrative and Collateral Agent and the Collateral Subagent, and grant the Administrative and Collateral Agent a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.02, 2.03, 2.04 and 2.05 hereof (all of which properties, including all proceeds and products thereof, are hereinafter collectively referred to as the "Collateral").

2.02 Equipment Collateral. The Collateral includes those Items of Equipment which are described on Schedule A attached hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

2.03 Rental Collateral.

(a) The Collateral also includes, all right, title, interest, claims and demands of the Debtor in, to and under each and every lease relating to the Equipment, but only to the extent relating to the Equipment (each, an "Equipment Lease"), including, but not limited to, the Equipment Leases which are more particularly described on Schedule A attached hereto, whether or not such Equipment Lease is in writing or is for a term certain, including, without limitation, per diem Equipment Leases, whether now existing or hereafter entered into, including any and all renewals, extensions, modifications, substitutions and replacements of every Equipment Lease, all of Debtor's rights under any Equipment Lease to receive all monies due or to become due thereunder, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Administrative and Collateral Agent) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds").

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, the Debtor shall remain liable under the Equipment Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and none of the Administrative and Collateral Agent, Collateral Subagent and the Lenders and their respective successors, assigns and participants, nor any Transferee thereof, shall have any obligation or liability under the Equipment Leases by reason of or arising out of the assignment hereunder, nor shall the Administrative and Collateral Agent, Collateral Subagent and the Lenders and their respective successors, assigns and participants, nor any Transferee thereof, be required or obligated in any manner to perform or fulfill any obligations of the Debtor under or pursuant to the Equipment Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) The Administrative and Collateral Agent (or the Collateral Subagent on its behalf, as hereinafter provided) shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

2.04 Contract Rights. Collateral also includes all rights of warranty, indemnity and other contract rights related to the Equipment and/or the Equipment Leases.

2.05 Cash Collateral Account. Collateral also includes the Cash Collateral Account, all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon.

Section 3. COVENANTS AND WARRANTIES OF DEBTOR

The Debtor covenants, warrants and agrees with the Administrative and Collateral Agent that until the Obligations are irrevocably paid in full:

3.01 Maintenance of Equipment. The Debtor shall maintain and keep, or cause to be maintained and kept, at its or the Equipment Lessees' own cost and expense, each Item of Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until it becomes worn out, unsuitable for use, lost or destroyed; provided that any such Item of Equipment so worn out, obsolete, lost or destroyed shall be replaced with a Replacement Unit which is subject to a Replacement Lease in accordance with the provisions of Section 2.06 of the Loan Agreement.

3.02 Insurance.

(a) The Debtor shall maintain, or cause to be maintained at its own expense, with responsible insurance companies acceptable to the Administrative and Collateral Agent, the Collateral Subagent and the Majority Lenders, property, liability and other insurance, on such of its properties, in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, (i) all risk of direct physical damage or loss insurance, including all Equipment under repair or construction or in transit, in an aggregate amount of not less than \$394,000,000, with a deductible of not more than \$50,000, including breach of warranty and waiver of set-off provisions, and (ii) subject to clause (b) of this Section 3.02, general commercial liability and excess liability insurance, including cross liability, in an aggregate amount of not less than \$100,000,000 which insurance shall at all times include coverage for all liabilities covered

under, and shall not include any exclusions other than those set forth in, the Debtor's policies of insurance as in effect on the Closing Date. The amount of property insurance coverage which the Debtor is required to maintain under this Section 3.02 may be adjusted to reflect changes in circumstance affecting the Debtor, including, without limitation, a sale or acquisition by the Debtor of assets. The amount of insurance coverage maintained by the Debtor shall, in any event, be consistent with the current level of coverage after giving effect to such change in circumstance.

(b) For purposes of this Section 3.02, liability insurance may include a program of self-insurance for up to Five Million Dollars (\$5,000,000.) of liability exposures; provided that under any such program of self-insurance the Debtor shall maintain, or cause to be maintained, adequate reserves on its books in accordance with GAAP, if applicable, to cover all risks not otherwise insured by an insurance company, and the Debtor shall, within thirty (30) days after the end of each of its fiscal quarters, deliver to the Administrative and Collateral Agent a certificate of a Responsible Officer setting forth evidence of the maintenance of such sufficient reserves as required herein and any other financial statements or records as the Administrative and Collateral Agent may require or request with respect to such program of self-insurance.

(c) Such insurance shall be primary, and without contribution from any insurance effected by the Administrative and Collateral Agent, Collateral Subagent and/or the Lenders, and the insurers thereunder shall have waived any rights of subrogation against these parties.

(d) The Debtor shall cause the Administrative and Collateral Agent to be named as loss payee under all policies of property insurance, and shall cause the Administrative and Collateral Agent, the Collateral Subagent and the Lenders to be named as additional insureds under all policies of liability insurance, maintained pursuant to the provisions of this Section 3.02 and shall deliver to the Administrative and Collateral Agent and Collateral Subagent (x) on the Closing Date and on each anniversary thereof, a Certificate of Insurance and (y) thirty (30) days prior written notice before any cancellation, expiration, cessation, and, with respect to the property insurance, reduction in amount or change in coverage thereof shall become effective.

(e) The Debtor, upon request of the Administrative and Collateral Agent, shall provide such agent with complete copies of the Debtor's insurance policies, as in effect from time to time, or shall make the same available to such agent at the offices of the Debtor's counsel.

3.03 Preservation of Collateral.

(a) The Debtor will warrant and defend the title to the Collateral against all claims and demands of all Persons except Persons claiming by, through or under the Administrative and Collateral Agent, the Collateral Subagent or the Lenders, their respective successors, assigns and participants or any Transferee thereof. The Debtor will not assign, sell, lease, transfer or otherwise dispose of, nor will the Debtor suffer or permit any of the same to occur with respect to, the Collateral, except as provided in Section 2.06 of the Loan Agreement. The Debtor will at all times maintain good and marketable title to the Collateral and will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and shall pay or discharge, at its own cost and expense, any and all claims, liens or charges other than Permitted Liens. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean:

- (i) the Liens created by this Security Agreement;
- (ii) the Equipment Leases, (provided they are subordinate to the Liens created hereunder);
- (iii) the Liens arising from taxes, assessments or governmental charges or levies either not yet assessed, or, if assessed, not yet due, or diligently contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained); provided, that any such proceedings do not, in the judgment of the Majority Lenders, involve any danger of sale, forfeiture or loss of any Collateral;
- (iv) mechanics', materialmen's, suppliers', warehousemen's, workmen's, repairmen's, employees', or other like Liens arising by operation of law in the ordinary course of business for amounts which are either not yet due or are not yet overdue for more than 15 days or are being diligently contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained) so long as such proceedings do not, in the judgment of the Majority Lenders, involve any danger of sale, forfeiture or loss, of any Collateral; and
- (v) Liens arising out of judgments or awards against the Debtor which are being contested in good faith by appropriate

proceedings (and for the payment of which an adequate bond has been obtained) and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such proceedings, in the judgment of the Majority Lenders, do not involve any danger of sale, forfeiture or loss, of any Collateral.

(b) The Debtor shall advise the Lenders promptly, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Administrative and Collateral Agent's security interest in the Collateral.

3.04 Further Assurances. The Debtor will, at its own cost and expense, do, execute, acknowledge and deliver all and every deed, conveyance, transfer and assurance necessary to create and maintain in favor of the Administrative and Collateral Agent on behalf of the Administrative and Collateral Agent, the Collateral Subagent and the Lenders, a duly perfected, first priority security interest in the Collateral, subject to no other Liens other than Permitted Liens, whether now owned or hereafter acquired, with the ICC, pursuant to the UCC and ICA, and with the Registrar General of Canada pursuant to the Railway Act (Canada) and shall take all such further actions as the Administrative and Collateral Agent may consider necessary or desirable in connection with the foregoing.

3.05 Recordation and Filing.

(a) The Debtor will (x) cause this Security Agreement and any supplements hereto at all times to be executed, recorded and filed, at no expense to the Administrative and Collateral Agent, Collateral Subagent or the Lenders, with the ICC and with the Registrar General of Canada, and all financing and continuation statements to be filed with the Secretary of State of the States of Missouri and New York and with the County Clerks in St. Louis County, Missouri, New York County and Westchester County in the State of New York, and cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof as the Administrative and Collateral Agent deems it necessary or desirable to perfect, protect, or preserve its first priority lien on the Collateral, in order to fully preserve and protect the rights of the Administrative and Collateral Agent hereunder; and (y) at its own expense, furnish to the Administrative and Collateral Agent, Collateral Subagent and the Lenders promptly after the execution and delivery of any supplement to this Security Agreement, opinions of: (i) Gordon Altman Butowsky Weitzen Shalov & Wein, counsel to the Debtor, (ii) Alvord & Alvord, special ICC counsel to the Debtor, (iii) Stryker, Tams & Dill, special New Jersey counsel to the Debtor, (iv) Aird & Berlis, special Canadian counsel to the Debtor, and (v) Frank L. Pelligrini, special Missouri counsel to the Debtor, or such other

counsel as the Administrative and Collateral Agent may reasonably request, which opinions shall cover the matters set forth in Exhibits F-1 through F-5 to the Loan Agreement, in accordance with the terms of such Exhibits F-1 through F-5, and shall otherwise be in form and substance reasonably satisfactory to the Majority Lenders.

(b) The Debtor hereby authorizes the Administrative and Collateral Agent to take all action (including, without limitation, the filing of this Security Agreement and any supplements thereto and any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Debtor) which the Administrative and Collateral Agent or Collateral Subagent may deem necessary to perfect, protect, or preserve the first priority liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

3.06 Power of Attorney.

(a) The Debtor does hereby irrevocably constitute and appoint the Administrative and Collateral Agent on behalf of the Administrative and Collateral Agent, the Collateral Subagent and the Lenders, and its successors and assigns, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Collateral with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all instruments or commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Administrative and Collateral Agent may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of the Administrative and Collateral Agent in and to such Collateral and the security intended to be afforded hereby. This Power of Attorney is coupled with an interest, and is irrevocable. The Debtor hereby ratifies all actions which may be taken thereunder.

(b) The parties acknowledge that the powers conferred on the Administrative and Collateral Agent hereunder are solely to protect its interest on behalf of the Administrative and Collateral Agent, the Collateral Subagent and the Lenders in the Collateral and that anything herein contained to the contrary notwithstanding, neither the Administrative and Collateral Agent, Collateral Subagent or the Lenders, nor their respective successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment

of, any amounts to which the Administrative and Collateral Agent, the Collateral Subagent or the Lenders may be entitled at any time by virtue of this Security Agreement.

3.07 Chief Executive Office. The chief executive office of the Debtor, for at least the past four months has been, and is, located at 3301 Rider Trail South, Earth City, Missouri 63045 and all the records related to the Equipment and to the Equipment Leases are kept in said office. The Debtor shall not change its chief executive office, corporate name or location of books and records unless (x) it shall have given the Administrative and Collateral Agent and Collateral Subagent thirty (30) days advance written notice of any change of such office address and (y) it shall have taken all actions required to maintain the perfection and priority of the Liens granted hereunder.

3.08 Acquisition of Interest in the Equipment. The Debtor has acquired its interest in the Equipment for its own account and with its general corporate assets and no funds used to acquire any Item of Equipment have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest. As used in this paragraph, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

3.09 Actions Under the Equipment Leases.

(a) All the Equipment Leases are full service Operating Leases (and not leases intended as security under Articles 2A and 9 of the UCC), are in full force and effect and are in substantially the form of Exhibit H to the Loan Agreement and the Debtor shall not enter into any agreement amending or supplementing any Equipment Lease in any material respect, execute any waiver or modification of, or consent to the non-compliance with, any material provision of any Equipment Lease, settle or compromise any material claim against any Equipment Lessee arising under any Equipment Lease, or submit or consent to the submission of any dispute difference or other matter arising under or in respect of any Equipment Lease to arbitration thereunder, in each instance, without the prior written consent of the Majority Lenders.

(b) The Debtor shall comply, and shall cause each of the Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of the Debtor's business (including all laws of the jurisdictions in which operations involving the Equipment may extend the interchange rules of the Association of American Railroads and all rules of the ICC) and the Registrar General of Canada; provided, however, that the Debtor may contest

any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the sole opinion of the Administrative and Collateral Agent materially adversely affect the rights of the Administrative and Collateral Agent, the Collateral Subagent and the Lenders or the priority of the security interest created hereunder in the Collateral;

3.10 Right to Inspect the Collateral. The Debtor shall (at the expense of the Lenders, unless an Event of Default shall have occurred and be continuing, in which event such expense shall be the Borrower's) at any reasonable time, at the request of the Administrative and Collateral Agent or any Lender, cause the Collateral to be exhibited to the Lenders (or persons designated by the Lenders) for purposes of inspection, provided that prior to the occurrence of an Event of Default, only such Equipment located on the premises of the Borrower will be made available for such inspection.

3.11 Reports. (i) Annually and in any event within 120 days following the end of the fiscal year of the Debtor and (ii) quarterly, and in any event within 60 days following the end of each fiscal quarter of the Debtor, the Debtor shall furnish to the Lenders a Railcar Operations Report for the preceding fiscal year or quarter, as the case may be, which Railcar Operations Report shall include, without limitation, the number, type, identification number, AAR Value and percentage of all Items of Equipment then covered by an Equipment Lease, the number, type, identification number and AAR Value of all Items of Equipment that have suffered a Casualty Loss during the preceding fiscal year or quarter, as the case may be, or, in the case of the first such Railcar Operations Report, since the date of this Security Agreement (specifying the dates of such Casualty Loss) or to the knowledge of the Debtor are then undergoing repairs (other than running repairs) or are then withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Items of Equipment as the Administrative and Collateral Agent may reasonably request and (b) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such Railcar Operations Report, the numbers and the marking required by Section 3.12 hereof and the Equipment Leases have been preserved or replaced. The Debtor shall keep proper books and records with respect to the Equipment and each Equipment Lease and the other Collateral covered thereby.

3.12 Marking of Equipment.

(a) Debtor will cause each Item of Equipment to be kept numbered with the identifying number set forth in Schedule A hereto, and at the request of the Administrative and Collateral Agent, if the Administrative and Collateral Agent determines that it is necessary in order to perfect, protect or preserve its first

priority security interest in the Collateral, the Debtor shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Item of Equipment, in letters not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission and the Registrar General of Canada". The Debtor shall not change, or permit to be changed, the identifying number of any Item of Equipment except in accordance with a statement of new identifying numbers to be substituted therefor after the Administrative and Collateral Agent has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited, including, without limitation, the ICC, Registrar General of Canada and under the UCC.. The Debtor shall forthwith furnish to the Lenders an opinion of such counsel and in form and substance satisfactory to the Lenders to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Administrative and Collateral Agent's first priority Lien or security interests in such Items of Equipment and no further filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest of the Administrative and Collateral Agent in such Items of Equipment.

(b) Except as above provided, the Debtor will not allow the name of any Person (other than the Debtor) to be placed on the Item of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Debtor may permit the Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Equipment or its affiliates.

3.13 Use of Equipment. The Equipment will be used by a lessee, a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), only upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting with other carriers in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of Equipment Leases.

3.14 Replacement Units and Replacement Leases. The representations and warranties of the Debtor with respect to the Equipment and the Equipment Leases which are set forth in Section 4.01(o) of the Loan Agreement shall be true and correct with respect to each Replacement Unit and each Replacement Lease as of

the date such Replacement Unit or Replacement Lease becomes subject to this Security Agreement.

Section 4. SPECIAL PROVISIONS CONCERNING LEASES

4.01 Debtor's Rights Under Equipment Leases. Until the occurrence and continuance of an Event of Default, and subject to any limitations set forth herein, in the Loan Agreement or in any other Loan Document, the Debtor may exercise all of the Debtor's rights, powers, privileges and remedies under the Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases.

4.02 Equipment Lease Location and Legend. There shall not exist more than two (2) originals of any Equipment Lease, one of which shall be retained by the Equipment Lessee. The Debtor shall keep the other original counterpart of such Equipment Lease at its chief executive office and shall mark all Equipment Leases with the following language:

The rights and interests of ACF Industries, Incorporated under this Lease and all amendments, and riders hereto relating to certain railcars listed herein, and in such railcars, have been assigned to one or more financial institutions or banks listed on the page or pages at the end of this Lease and are subject to a first priority perfected security interest in favor of such financial institutions or banks. To the extent that this Lease constitutes chattel paper, no security interest in this Lease may be created or perfected through the transfer or possession of this counterpart.

The Debtor shall mark the page or pages at the end of the Equipment Leases with a legend confirming the security interest of the Administrative and Collateral Agent in the Equipment and the Equipment Leases relating thereto. The Administrative and Collateral Agent and any other Lender (other than, during the period prior to the occurrence of an Event of Default, any Lender which is or is an affiliate of an operator of Rolling Stock) shall have the right from time to time to periodically audit the lease records of the Debtor as to the status of the Equipment and Equipment Leases in accordance with Section 2 of the Collateral Agency Agreement.

Section 5. COLLATERAL

5.01 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor and each Equipment Lessee party to an Equipment Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral, including without limitation the Equipment Leases and to manage, operate and use the Collateral and each part thereof with the rights and franchises pertaining to the Collateral; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of this Security Agreement.

5.02 Release of Equipment. So long as no Default or Event of Default shall have occurred and be continuing, upon the request of Debtor, the Administrative and Collateral Agent shall take such actions as may be reasonably requested by the Debtor and which are necessary or appropriate in order to release, and shall execute and deliver releases in recordable form, including releases under the ICA, UCC and Railway Act (Canada), releasing (i) all interest of the Administrative and Collateral Agent in and to a minimum of any ten (10) Items of Equipment and related Equipment Leases, and (ii) such Items of Equipment and related Equipment Leases from the Lien of this Security Agreement; provided, however, that no Item of Equipment or related Equipment Lease shall be so released unless simultaneously therewith there shall be made subject to the Lien of this Security Agreement and the interest of the Administrative and Collateral Agent Replacement Units and related Replacement Leases in accordance with the substitution requirements of Section 2.06 of the Loan Agreement.

Section 6. SECURED PARTY'S RIGHTS

6.01 Secured Party's Rights. The Debtor agrees that when any Event of Default has occurred and is continuing, the Administrative and Collateral Agent shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) as applicable, and the Administrative and Collateral Agent shall have the following rights and remedies:

(a) All the rights of a secured party or otherwise given by law to the Administrative and Collateral Agent under the ICA, under the UCC and the Railway Act (Canada) to enforce the security interests contained herein.

(b) The right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue

the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold, and the Debtor shall deliver, or cause to be delivered, possession of the Equipment to the Administrative and Collateral Agent where the same may be found or at such place or places as the Administrative and Collateral Agent may reasonably require. Subject to the terms of the Loan Agreement and the other Loan Documents, so long as no Event of Default has occurred and is continuing unremedied, the original Equipment Leases delivered to the Debtor shall remain at the chief executive office of the Debtor; provided, however, that in the event an Event of Default has occurred and is continuing, the Debtor shall provide to the Administrative and Collateral Agent the original Equipment Leases or, in case one or more lenders have an interest in leases reflected in the same document as such Equipment Leases, duplicate copies of the Equipment Leases and the Equipment Schedules to master Equipment Leases and, the originals to be delivered to such party as the lenders (including the Lenders) claiming an interest therein shall mutually direct, and in all cases, all relevant information that the Administrative and Collateral Agent may request regarding all other leases and all other lenders, and if requested by all lenders with a security interest in any Equipment Lease, deliver such Equipment Leases to a trustee designated by the Administrative and Collateral Agent and all the other lenders.

(c) Any Collateral repossessed by the Administrative and Collateral Agent under or pursuant to this Section 6.01 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Administrative and Collateral Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Administrative and Collateral Agent or after any overhaul or repair which the Administrative and Collateral Agent shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction after publication of notice of such auction not less than 10 days prior thereto in two newspapers

in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Administrative and Collateral Agent may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor (except to the extent of surplus money received as provided in Section 9 of the Collateral Agency Agreement). In the payment of the purchase price therefor, the Administrative and Collateral Agent shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Lenders on account of the indebtedness hereby secured and the Lenders may deliver the claims for interest on or principal of the Secured Loan or other indebtedness hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Administrative and Collateral Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as hereinabove specified, the Administrative and Collateral Agent need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) By such means as it shall determine, including, without limitation, by delivery of the notice of assignment executed by the Debtor concurrently herewith, (i) to cause each Equipment Lessee under an Equipment Lease to make payment of all rentals and other sums relating to the Collateral, due and becoming due under any Equipment Lease included in the Collateral, directly to, in the Administrative and Collateral Agent's sole discretion, either the Administrative and Collateral Agent or to a post office box designated by the Administrative and Collateral Agent to which only the Administrative and Collateral Agent shall have access, (ii) if the Debtor shall receive any rental or other payment relating to the Collateral in respect of such Equipment Lease, or any Equipment (including, without limitation, any proceeds of insurance with respect to the Equipment), hold the amount of such payment in trust by the Debtor for the benefit of the Administrative and Collateral Agent, the Collateral Subagent and the Lenders, and shall not commingle such payment with any other monies or assets of the Debtor and (iii) promptly turn over and remit to the Administrative and Collateral Agent all sums thus received, in the identical form as received, with all such endorsements thereof as may be required.

(e) The Administrative and Collateral Agent may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery

of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

(f) Each and every right and remedy conferred upon the Administrative and Collateral Agent pursuant to the terms of this Section 6.01 and by Section 3.06 hereof may be exercised by the Collateral Subagent in place and stead of the Administrative and Collateral Agent in accordance with the terms of the Collateral Agency Agreement.

6.02 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns.

6.03 Discontinuance of Remedies. In case the Administrative and Collateral Agent shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and the Administrative and Collateral Agent shall be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.04 Cumulative Remedies. No delay or omission of the Administrative and Collateral Agent to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Administrative and Collateral Agent of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Administrative and Collateral Agent may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness hereby secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Administrative and

Collateral Agent be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.05 Distribution of Proceeds. The proceeds of Collateral shall be distributed in accordance with the provisions of Section 9 of the Collateral Agency Agreement, and any surplus shall be distributed to the Debtor as therein provided.

Section 7. MISCELLANEOUS

7.01 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors, and permitted assigns and participants of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Administrative and Collateral Agent shall bind and inure to the benefit of such successors, assigns and participants of such parties whether so expressed or not. All references to the Administrative and Collateral Agent in any provision of this Security Agreement in which the Collateral Subagent is authorized to act in lieu thereof pursuant to the Collateral Agency Agreement shall refer equally in all respects to the Collateral Subagent.

7.02 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7.03 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

7.04 Termination. This Security Agreement and the security interest granted hereby shall terminate when the Obligations have been irrevocably paid or discharged in full, at which time the Administrative and Collateral Agent shall, at the Debtor's expense, execute and deliver to the Debtor at its expense all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Debtor shall reasonably request to evidence such termination and the release of Collateral, including releases in recordable form under the ICA and the Railway Act (Canada). Upon the release of this Security Agreement, all amounts in the Cash Collateral Account shall be under the sole dominion and control of the Debtor.

7.05 Entire Agreement. This Security Agreement, together with the Notes, the Loan Agreement, the Collateral Agency Agreement and all Exhibits and Schedules, and the other Loan Documents, constitute the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings representations, warranties and negotiations, if

any, are merged into this Security Agreement, and this Security Agreement is the entire agreement between the Debtor and the Administrative and Collateral Agent relating to the subject matter hereof. This Security Agreement cannot be changed or terminated orally.

7.06 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE UNDER, CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE LAWS OF THE STATE OF NEW YORK GOVERNING THE CHOICE OF LAW); PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY.

7.07 Submission to Jurisdiction. Each of the Debtor, the Administrative and Collateral Agent and Collateral Subagent hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York, New York County, of the United States of America, and to the jurisdiction of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Security Agreement or the subject matter hereof brought by any party or its successors or assigns, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by law, in such Federal court, and each party hereto hereby agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Security Agreement or the subject matter hereof may not be enforced in or by such courts. The Debtor hereby generally appoints as its attorney-in-fact, to receive service of process in such action, suit or proceeding ACF Industries, Incorporated c/o Icahn & Co., 1 Wall Street Court, New York, New York 10005. The Debtor agrees that (without prejudice to any other lawful method of service) service of process upon such attorney-in-fact shall constitute valid service upon the Debtor or its successors or assigns. The Debtor also agrees to give the Administrative and Collateral Agent thirty (30) days advance written notice regarding any change related to the Administrative and Collateral Agent for service of process, and so long as any amount remains outstanding and unpaid hereunder, under any Note or the Security Agreement to maintain an agent in New York County for the receipt of process as aforesaid.

7.08 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

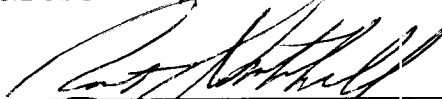
7.09 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

7.10 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

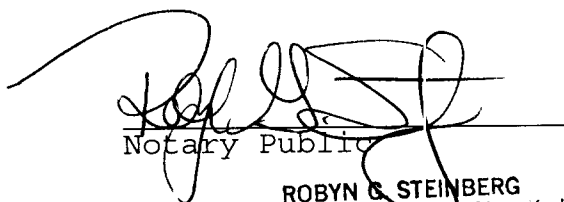
By: 
Name: Robert J. Mitchell
Title: SVP Finance

NATWEST BANK, N.A., as Administrative
and Collateral Agent

By: 
Name: LOUISE SCHNEIDER
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of October, 1995, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides at Woodbury, NY and is ~~SVP Finance~~ of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ROBYN C. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of October, 1995, before me, personally appeared Louise Schneider to me personally known, who being by me duly sworn, says that she resides at 18 Stuyvesant Oval, New York, New York 10009 and is Vice President of NatWest Bank N.A., as Administrative and Collateral Agent, that said instrument was signed on the date hereof on behalf of said entity by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.



Notary Public

JILL C. RUDERFER
Notary Public, State of New York
No. 01RU5036383
Qualified in New York County
Commission Expires Nov. 28, 1996

SCHEDULE A

Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	42500	C614	96750236	01/01/95
ACFX	42501	C614	96750236	01/01/95
ACFX	42502	C614	96750236	01/01/95
ACFX	42503	C614	96750236	01/01/95
ACFX	42504	C614	96750236	01/01/95
ACFX	42505	C614	96750236	01/01/95
ACFX	42506	C614	96750236	01/01/95
ACFX	42507	C614	96750236	01/01/95
ACFX	42508	C614	96750236	01/01/95
ACFX	42509	C614	96750236	01/01/95
ACFX	42510	C614	96750236	01/01/95
ACFX	42511	C614	96750236	01/01/95
ACFX	42512	C614	96750236	01/01/95
ACFX	42513	C614	96750236	01/01/95
ACFX	42514	C614	96750236	01/01/95
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ACFX	42544	C614	77300061	02/01/95
ACFX	42545	C614	6215	02/01/95
ACFX	42564	C614	6287	07/01/95
ACFX	42565	C614	6287	07/01/95
ACFX	42566	C614	6287	07/01/95
ACFX	42567	C614	6287	07/01/95
ACFX	42568	C614	6287	07/01/95
ACFX	42569	C614	6287	07/01/95

10/23/95

SCHEDULE A

Rplg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	42570	C614	6287	07/01/95
ACFX	42571	C614	6287	07/01/95
ACFX	42572	C614	6287	07/01/95
ACFX	42573	C614	6287	07/01/95
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ACFX	42575	C614	6287	07/01/95
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ACFX	45794	C614	71140059	03/01/94
ACFX	45795	C614	71140059	03/01/94
ACFX	45796	C614	71140059	03/01/94
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ACFX	45798	C614	71140059	03/01/94
ACFX	45799	C614	71140059	03/01/94
ACFX	45800	C614	71140059	03/01/94
ACFX	45801	C614	71140059	03/01/94
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SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	45915	C614	6095	12/01/94
ACFX	45918	C614	6095	12/01/94
ACFX	45922	C614	6095	12/01/94
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ACFX	45997	C614	6070	12/01/94
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ACFX	59784	C314	6112	08/01/94
ACFX	68508	C214	53470024	07/01/92
ACFX	68509	C214	53470024	07/01/92
ACFX	68510	C214	53470024	07/01/92

SCHEDULE A

Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	68511	C214	53470024	07/01/92
ACFX	68512	C214	53470024	07/01/92
ACFX	68513	C214	53470024	07/01/92
ACFX	68514	C214	53470024	07/01/92
ACFX	68515	C214	53470024	07/01/92
ACFX	68516	C214	53470024	07/01/92
ACFX	68774	C214	53470025	03/01/93
ACFX	68775	C214	53470025	03/01/93
ACFX	68776	C214	53470025	03/01/93
ACFX	68777	C214	53470025	03/01/93
ACFX	68778	C214	53470025	03/01/93
ACFX	68779	C214	53470025	03/01/93
ACFX	68780	C214	53470025	03/01/93
ACFX	68781	C214	53470025	03/01/93
ACFX	68782	C214	53470025	03/01/93
ACFX	68783	C214	53470025	03/01/93
ACFX	68784	C214	53470025	03/01/93
ACFX	68785	C214	53470025	03/01/93
ACFX	68786	C214	53470025	03/01/93
ACFX	68925	C214	53470026	11/01/93
ACFX	68926	C214	53470026	11/01/93
ACFX	68927	C214	53470026	11/01/93
ACFX	68928	C214	53470026	11/01/93
ACFX	68929	C214	53470026	11/01/93
ACFX	68930	C214	53470026	11/01/93
ACFX	68931	C214	53470026	11/01/93
ACFX	68932	C214	53470026	11/01/93
ACFX	68933	C214	53470026	11/01/93
ACFX	68934	C214	53470026	11/01/93
ACFX	68935	C214	53470026	11/01/93
ACFX	68936	C214	53470026	11/01/93
ACFX	69333	C214	58570035	11/01/94
ACFX	69334	C214	58570035	11/01/94
ACFX	69456	C214	33040107	02/01/95
ACFX	69457	C214	33040107	02/01/95
ACFX	69458	C214	33040107	02/01/95
ACFX	69459	C214	33040107	02/01/95
ACFX	69460	C214	33040107	02/01/95
ACFX	69461	C214	33040107	02/01/95
ACFX	69462	C214	33040108	04/01/95
ACFX	69463	C214	33040108	04/01/95
ACFX	69464	C214	33040108	04/01/95
ACFX	69465	C214	33040108	04/01/95
ACFX	69467	C214	33040108	04/01/95
ACFX	69468	C214	33040108	04/01/95
ACFX	69469	C214	33040108	04/01/95
ACFX	69470	C214	33040108	04/01/95
ACFX	69471	C214	33040108	04/01/95
ACFX	69472	C214	33040108	04/01/95
ACFX	69473	C214	33040108	04/01/95
ACFX	69474	C214	33040108	04/01/95
ACFX	69475	C214	33040108	04/01/95

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Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	69476	C214	33040108	04/01/95
ACFX	69477	C214	33040108	04/01/95
ACFX	69478	C214	33040108	04/01/95
ACFX	69479	C214	33040108	04/01/95
ACFX	69480	C214	33040108	04/01/95
ACFX	69481	C214	33040108	04/01/95
ACFX	69482	C214	33040108	04/01/95
ACFX	69483	C214	33040108	04/01/95
ACFX	69485	C214	33040108	04/01/95
ACFX	69486	C214	33040108	04/01/95
ACFX	69487	C214	33040108	04/01/95
ACFX	69488	C214	33040108	04/01/95
ACFX	69489	C214	33040108	04/01/95
ACFX	69490	C214	33040108	04/01/95
ACFX	69491	C214	33040108	04/01/95
ACFX	69492	C214	33040108	04/01/95
ACFX	69493	C214	33040108	04/01/95
ACFX	69566	C214	62110171	09/01/94
ACFX	69567	C214	62110171	09/01/94
ACFX	69568	C214	6135	12/01/94
ACFX	69569	C214	6135	12/01/94
ACFX	69570	C214	6135	12/01/94
ACFX	69571	C214	6135	12/01/94
ACFX	69572	C214	6135	12/01/94
ACFX	69573	C214	6135	12/01/94
ACFX	69574	C214	6135	12/01/94
ACFX	69575	C214	6135	12/01/94
ACFX	69576	C214	6135	12/01/94
ACFX	69577	C214	6135	12/01/94
ACFX	69578	C214	6135	12/01/94
ACFX	69579	C214	6135	12/01/94
ACFX	69580	C214	6135	12/01/94
ACFX	69581	C214	6135	12/01/94
ACFX	69582	C214	6141	03/01/95
ACFX	69583	C214	6141	03/01/95
ACFX	69584	C214	6141	03/01/95
ACFX	69585	C214	6141	03/01/95
ACFX	69586	C214	6141	03/01/95
ACFX	69587	C214	6141	03/01/95
ACFX	69588	C214	6141	03/01/95
ACFX	69589	C214	6141	03/01/95
ACFX	69590	C214	6141	03/01/95
ACFX	69591	C214	6141	03/01/95
ACFX	69592	C214	6141	03/01/95
ACFX	69593	C214	6141	03/01/95
ACFX	69594	C214	6141	03/01/95
ACFX	69595	C214	6141	03/01/95
ACFX	69596	C214	6141	03/01/95
ACFX	69597	C214	6141	03/01/95
ACFX	69598	C214	6141	03/01/95
ACFX	69599	C214	6141	03/01/95
ACFX	69600	C214	6141	03/01/95

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Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	69601	C214	6141	03/01/95
ACFX	69602	C214	6141	03/01/95
ACFX	69603	C214	6141	03/01/95
ACFX	69604	C214	6141	03/01/95
ACFX	69605	C214	6141	03/01/95
ACFX	69606	C214	6141	03/01/95
ACFX	69607	C214	6141	03/01/95
ACFX	69608	C214	6141	03/01/95
ACFX	69609	C214	6141	03/01/95
ACFX	69610	C214	6141	03/01/95
ACFX	69611	C214	6141	03/01/95
ACFX	69612	C214	6141	03/01/95
ACFX	69613	C214	6141	03/01/95
ACFX	69614	C214	6141	03/01/95
ACFX	69615	C214	6141	03/01/95
ACFX	69616	C214	6141	03/01/95
ACFX	69617	C214	6141	03/01/95
ACFX	69618	C214	6141	03/01/95
ACFX	69619	C214	6141	03/01/95
ACFX	69620	C214	6141	03/01/95
ACFX	69621	C214	6141	03/01/95
ACFX	69622	C214	6141	03/01/95
ACFX	69623	C214	6141	03/01/95
ACFX	69624	C214	6141	03/01/95
ACFX	69625	C214	6141	03/01/95
ACFX	69626	C214	6141	03/01/95
ACFX	69627	C214	6141	03/01/95
ACFX	69628	C214	6141	03/01/95
ACFX	69629	C214	6141	03/01/95
ACFX	69630	C214	6141	03/01/95
ACFX	69631	C214	6141	03/01/95
ACFX	69632	C214	6141	03/01/95
ACFX	69633	C214	6141	03/01/95
ACFX	69634	C214	6141	03/01/95
ACFX	69635	C214	6141	03/01/95
ACFX	69636	C214	6141	03/01/95
ACFX	69637	C214	6141	03/01/95
ACFX	69638	C214	6141	03/01/95
ACFX	69639	C214	6141	03/01/95
ACFX	69640	C214	6141	03/01/95
ACFX	69641	C214	6141	03/01/95
ACFX	69642	C214	6141	03/01/95
ACFX	69643	C214	6141	03/01/95
ACFX	69644	C214	6141	03/01/95
ACFX	69645	C214	6141	03/01/95
ACFX	69646	C214	6141	03/01/95
ACFX	69647	C214	6141	03/01/95
ACFX	69648	C214	6141	03/01/95
ACFX	69649	C214	6141	03/01/95
ACFX	69650	C214	6141	03/01/95
ACFX	69651	C214	6141	03/01/95
ACFX	69652	C214	6141	03/01/95

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Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	69653	C214	6141	03/01/95
ACFX	69654	C214	6141	03/01/95
ACFX	69655	C214	6141	03/01/95
ACFX	69656	C214	6141	03/01/95
ACFX	69657	C214	6141	03/01/95
ACFX	69658	C214	6141	03/01/95
ACFX	69659	C214	6141	03/01/95
ACFX	69660	C214	6141	03/01/95
ACFX	69661	C214	6141	03/01/95
ACFX	69662	C214	6141	03/01/95
ACFX	69663	C214	6141	03/01/95
ACFX	69664	C214	6141	03/01/95
ACFX	69665	C214	6141	03/01/95
ACFX	69666	C214	6141	03/01/95
ACFX	69667	C214	6141	03/01/95
ACFX	69668	C214	6141	03/01/95
ACFX	69669	C214	6141	03/01/95
ACFX	69670	C214	6141	03/01/95
ACFX	69671	C214	6141	03/01/95
ACFX	69672	C214	6141	03/01/95
ACFX	69673	C214	6141	03/01/95
ACFX	69674	C214	6141	03/01/95
ACFX	69675	C214	6141	03/01/95
ACFX	69676	C214	6141	03/01/95
ACFX	69677	C214	6141	03/01/95
ACFX	69678	C214	6141	03/01/95
ACFX	69679	C214	6141	03/01/95
ACFX	69680	C214	6141	03/01/95
ACFX	69681	C214	6141	03/01/95
ACFX	69682	C214	6141	03/01/95
ACFX	69683	C214	6141	03/01/95
ACFX	69684	C214	53470029	04/01/95
ACFX	69685	C214	53470029	04/01/95
ACFX	69686	C214	53470029	04/01/95
ACFX	69687	C214	53470029	04/01/95
ACFX	69688	C214	53470029	04/01/95
ACFX	69689	C214	53470029	04/01/95
ACFX	69690	C214	53470029	04/01/95
ACFX	69691	C214	53470029	04/01/95
ACFX	69692	C214	53470029	04/01/95
ACFX	69693	C214	53470029	04/01/95
ACFX	69694	C214	53470029	04/01/95
ACFX	69695	C214	53470029	04/01/95
ACFX	69696	C214	53470029	04/01/95
ACFX	69697	C214	53470029	04/01/95
ACFX	69698	C214	53470029	04/01/95
ACFX	69699	C214	53470029	04/01/95
ACFX	69700	C214	53470029	04/01/95
ACFX	69701	C214	53470029	04/01/95
ACFX	69702	C214	53470029	04/01/95
ACFX	69703	C214	53470029	04/01/95
ACFX	69704	C214	53470029	04/01/95

10/23/95

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Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	69705	C214	53470029	04/01/95
ACFX	69706	C214	53470029	04/01/95
ACFX	69707	C214	53470029	04/01/95
ACFX	69708	C214	53470029	04/01/95
ACFX	69709	C214	53470029	04/01/95
ACFX	69710	C214	53470029	04/01/95
ACFX	69711	C214	53470029	04/01/95
ACFX	69712	C214	53470029	04/01/95
ACFX	69713	C214	53470029	04/01/95
ACFX	69714	C214	53470029	04/01/95
ACFX	69715	C214	53470029	04/01/95
ACFX	69716	C214	53470029	04/01/95
ACFX	69718	C214	53470029	04/01/95
ACFX	69719	C214	53470029	04/01/95
ACFX	69720	C214	53470029	04/01/95
ACFX	69721	C214	53470029	04/01/95
ACFX	69722	C214	53470029	04/01/95
ACFX	69723	C214	53470029	04/01/95
ACFX	69724	C214	53470029	04/01/95
ACFX	69725	C214	53470029	04/01/95
ACFX	69726	C214	53470029	04/01/95
ACFX	69727	C214	53470029	04/01/95
ACFX	69728	C214	53470029	04/01/95
ACFX	69729	C214	53470029	04/01/95
ACFX	69730	C214	53470029	04/01/95
ACFX	69731	C214	53470029	04/01/95
ACFX	69732	C214	53470029	04/01/95
ACFX	69733	C214	53470029	04/01/95
ACFX	69734	C214	53470029	04/01/95
ACFX	69735	C214	53470029	04/01/95
ACFX	69736	C214	53470029	04/01/95
ACFX	69737	C214	53470029	04/01/95
ACFX	69738	C214	53470029	04/01/95
ACFX	69739	C214	53470029	04/01/95
ACFX	69740	C214	53470029	04/01/95
ACFX	69741	C214	53470029	04/01/95
ACFX	69742	C214	53470029	04/01/95
ACFX	69743	C214	53470029	04/01/95
ACFX	69744	C214	53470029	04/01/95
ACFX	69745	C214	53470029	04/01/95
ACFX	69747	C214	53470029	04/01/95
ACFX	69748	C214	53470029	04/01/95
ACFX	69750	C214	53470029	04/01/95
ACFX	69751	C214	53470029	04/01/95
ACFX	69752	C214	53470029	04/01/95
ACFX	69753	C214	53470029	04/01/95
ACFX	69754	C214	53470029	04/01/95
ACFX	69755	C214	53470029	04/01/95
ACFX	69756	C214	53470029	04/01/95
ACFX	69757	C214	53470029	04/01/95
ACFX	69760	C214	53470029	04/01/95
ACFX	69761	C214	53470029	04/01/95

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Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	69766	C214	53470029	04/01/95
ACFX	69778	C214	71140061	06/01/95
ACFX	69779	C214	71140061	06/01/95
ACFX	69780	C214	71140061	06/01/95
ACFX	69781	C214	71140061	06/01/95
ACFX	69782	C214	71140061	06/01/95
ACFX	69783	C214	71140061	06/01/95
ACFX	69784	C214	71140061	06/01/95
ACFX	69785	C214	71140061	06/01/95
ACFX	69786	C214	71140061	06/01/95
ACFX	69787	C214	71140061	06/01/95
ACFX	69788	C214	71140061	06/01/95
ACFX	69789	C214	71140061	06/01/95
ACFX	69790	C214	71140061	06/01/95
ACFX	69791	C214	71140061	06/01/95
ACFX	69792	C214	71140061	06/01/95
ACFX	69793	C214	71140061	06/01/95
ACFX	69794	C214	71140061	06/01/95
ACFX	69795	C214	71140061	06/01/95
ACFX	69796	C214	71140061	06/01/95
ACFX	69797	C214	71140061	06/01/95
ACFX	69798	C214	71140061	06/01/95
ACFX	69799	C214	71140061	06/01/95
ACFX	69800	C214	71140061	06/01/95
ACFX	69801	C214	71140061	06/01/95
ACFX	69802	C214	71140061	06/01/95
ACFX	69803	C214	71140061	06/01/95
ACFX	69804	C214	71140061	06/01/95
ACFX	69805	C214	71140061	06/01/95
ACFX	69806	C214	71140061	06/01/95
ACFX	69807	C214	71140061	06/01/95
ACFX	69808	C214	71140061	06/01/95
ACFX	69809	C214	71140061	06/01/95
ACFX	69810	C214	71140061	06/01/95
ACFX	69811	C214	71140061	06/01/95
ACFX	69812	C214	71140061	06/01/95
ACFX	69813	C214	71140061	06/01/95
ACFX	69814	C214	71140061	06/01/95
ACFX	69815	C214	71140061	06/01/95
ACFX	69816	C214	71140061	06/01/95
ACFX	69817	C214	71140061	06/01/95
ACFX	69818	C214	71140061	06/01/95
ACFX	69819	C214	71140061	06/01/95
ACFX	69820	C214	71140061	06/01/95
ACFX	69821	C214	71140061	06/01/95
ACFX	69822	C214	71140061	06/01/95
ACFX	69823	C214	71140061	06/01/95
ACFX	69824	C214	71140061	06/01/95
ACFX	69825	C214	71140061	06/01/95
ACFX	69826	C214	71140061	06/01/95
ACFX	69827	C214	71140061	06/01/95
ACFX	69828	C214	71140061	06/01/95

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Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	69829	C214	71140061	06/01/95
ACFX	69830	C214	71140061	06/01/95
ACFX	69831	C214	71140061	06/01/95
ACFX	69832	C214	71140061	06/01/95
ACFX	69833	C214	71140061	06/01/95
ACFX	69834	C214	71140061	06/01/95
ACFX	69835	C214	71140061	06/01/95
ACFX	69836	C214	71140061	06/01/95
ACFX	69837	C214	71140061	06/01/95
ACFX	69848	C114	6194	08/01/95
ACFX	69849	C114	6194	08/01/95
ACFX	69850	C114	6194	08/01/95
ACFX	69851	C114	6194	08/01/95
ACFX	69852	C114	6194	08/01/95
ACFX	69853	C114	6194	08/01/95
ACFX	69854	C114	6194	08/01/95
ACFX	69855	C114	6194	08/01/95
ACFX	69856	C114	6194	08/01/95
ACFX	69857	C114	6194	08/01/95
ACFX	69859	C114	6194	08/01/95
ACFX	69954	C514	6262	00/00/00
ACFX	69955	C514	6262	00/00/00
ACFX	69956	C514	6262	00/00/00
ACFX	69957	C514	6262	00/00/00
ACFX	69972	C514	6262	00/00/00
ACFX	69973	C514	6262	00/00/00
ACFX	95010	T054	5896	01/01/94
ACFX	95011	T054	5896	01/01/94
ACFX	95013	T054	5896	01/01/94
ACFX	95014	T054	5896	01/01/94
ACFX	95015	T054	5896	01/01/94
ACFX	95090	T904	49710827	06/01/94
ACFX	95091	T904	49710827	06/01/94
ACFX	95092	T904	49710827	06/01/94
ACFX	95093	T105	56720003	07/01/94
ACFX	95094	T105	56720003	07/01/94
ACFX	95095	T105	56720003	07/01/94
ACFX	95096	T105	56720003	07/01/94
ACFX	95097	T105	56720003	07/01/94
ACFX	95101	T105	56720003	07/01/94
ACFX	95102	T105	56720003	07/01/94
ACFX	95103	T105	56720003	07/01/94
ACFX	95104	T105	56720003	07/01/94
ACFX	95105	T105	56720003	07/01/94
ACFX	95106	T105	56720003	07/01/94
ACFX	95107	T105	56720003	07/01/94
ACFX	95108	T105	56720003	07/01/94
ACFX	95109	T105	56720003	07/01/94
ACFX	95110	T105	56720003	07/01/94
ACFX	95251	T106	27530121	10/01/94
ACFX	95252	T106	27530121	10/01/94
ACFX	95253	T106	27530121	10/01/94

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95254	T106	27530121	10/01/94
ACFX	95255	T106	27530121	10/01/94
ACFX	95256	T106	27530121	10/01/94
ACFX	95257	T106	27530121	10/01/94
ACFX	95258	T106	27530121	10/01/94
ACFX	95259	T106	27530121	10/01/94
ACFX	95260	T106	27530121	10/01/94
ACFX	95261	T104	56190034	11/01/94
ACFX	95262	T104	56190034	11/01/94
ACFX	95263	T104	56190034	11/01/94
ACFX	95264	T104	56190034	11/01/94
ACFX	95265	T104	56190034	11/01/94
ACFX	95266	T104	56190034	11/01/94
ACFX	95267	T104	56190034	11/01/94
ACFX	95268	T104	56190034	11/01/94
ACFX	95269	T104	56190034	11/01/94
ACFX	95270	T104	56190034	11/01/94
ACFX	95271	T104	56190034	11/01/94
ACFX	95272	T104	56190034	11/01/94
ACFX	95273	T104	56190034	11/01/94
ACFX	95274	T104	56190034	11/01/94
ACFX	95275	T104	56190034	11/01/94
ACFX	95276	T104	56190034	11/01/94
ACFX	95277	T104	56190034	11/01/94
ACFX	95278	T104	56190034	11/01/94
ACFX	95279	T104	56190034	11/01/94
ACFX	95280	T104	56190034	11/01/94
ACFX	95281	T104	56190034	11/01/94
ACFX	95282	T104	56190034	11/01/94
ACFX	95283	T104	56190034	11/01/94
ACFX	95284	T104	56190034	11/01/94
ACFX	95285	T104	56190034	11/01/94
ACFX	95286	T104	56190034	11/01/94
ACFX	95287	T104	56190034	11/01/94
ACFX	95288	T104	56190034	11/01/94
ACFX	95289	T104	56190034	11/01/94
ACFX	95290	T104	56190034	11/01/94
ACFX	95291	T077	6035	12/01/94
ACFX	95292	T077	6035	12/01/94
ACFX	95293	T054	62530193	07/01/95
ACFX	95294	T054	62530193	07/01/95
ACFX	95295	T054	62530193	07/01/95
ACFX	95296	T054	62530193	07/01/95
ACFX	95297	T054	62530193	07/01/95
ACFX	95298	T054	62530193	07/01/95
ACFX	95299	T054	62530193	07/01/95
ACFX	95300	T054	62530193	07/01/95
ACFX	95301	T054	62530193	07/01/95
ACFX	95302	T054	62530193	07/01/95
ACFX	95303	T054	62530193	07/01/95
ACFX	95304	T054	62530193	07/01/95
ACFX	95305	T104	6080	12/01/94

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95306	T104	6080	12/01/94
ACFX	95307	T104	6080	12/01/94
ACFX	95308	T104	6080	12/01/94
ACFX	95309	T104	6080	12/01/94
ACFX	95310	T104	6080	12/01/94
ACFX	95311	T104	6080	12/01/94
ACFX	95312	T104	6080	12/01/94
ACFX	95313	T104	6080	12/01/94
ACFX	95314	T104	6080	12/01/94
ACFX	95315	T104	6080	12/01/94
ACFX	95316	T104	6080	12/01/94
ACFX	95317	T104	6080	12/01/94
ACFX	95318	T104	6080	12/01/94
ACFX	95319	T104	6080	12/01/94
ACFX	95320	T104	6080	12/01/94
ACFX	95321	T104	6080	12/01/94
ACFX	95322	T104	6080	12/01/94
ACFX	95323	T104	6080	12/01/94
ACFX	95324	T104	6080	12/01/94
ACFX	95325	T104	6080	12/01/94
ACFX	95326	T104	6080	12/01/94
ACFX	95327	T104	6080	12/01/94
ACFX	95328	T104	6080	12/01/94
ACFX	95329	T104	6080	12/01/94
ACFX	95330	T104	6080	12/01/94
ACFX	95331	T104	6080	12/01/94
ACFX	95332	T104	6080	12/01/94
ACFX	95333	T104	6080	12/01/94
ACFX	95334	T104	6080	12/01/94
ACFX	95335	T104	6080	12/01/94
ACFX	95336	T104	6080	12/01/94
ACFX	95337	T104	6080	12/01/94
ACFX	95338	T104	6080	12/01/94
ACFX	95339	T104	6080	12/01/94
ACFX	95340	T104	6080	12/01/94
ACFX	95341	T104	6080	12/01/94
ACFX	95342	T104	6080	12/01/94
ACFX	95343	T104	6080	12/01/94
ACFX	95344	T104	6080	12/01/94
ACFX	95345	T104	6080	12/01/94
ACFX	95346	T104	6080	12/01/94
ACFX	95347	T104	6080	12/01/94
ACFX	95348	T104	6080	12/01/94
ACFX	95349	T104	6080	12/01/94
ACFX	95350	T104	6080	12/01/94
ACFX	95351	T104	6080	12/01/94
ACFX	95352	T104	6080	12/01/94
ACFX	95353	T104	6080	12/01/94
ACFX	95354	T104	6080	12/01/94
ACFX	95355	T104	6080	12/01/94
ACFX	95356	T104	6080	12/01/94
ACFX	95357	T104	6080	12/01/94

SCHEDULE A

Rptg Mark	Car Number	AAR Desq	Contract	Effective Date
ACFX	95358	T104	6080	12/01/94
ACFX	95359	T104	6080	12/01/94
ACFX	95360	T104	6080	12/01/94
ACFX	95361	T104	6080	12/01/94
ACFX	95362	T104	6080	12/01/94
ACFX	95363	T104	6080	12/01/94
ACFX	95364	T104	6080	12/01/94
ACFX	95365	T104	6080	12/01/94
ACFX	95366	T104	6080	12/01/94
ACFX	95367	T104	6080	12/01/94
ACFX	95368	T104	6080	12/01/94
ACFX	95369	T104	6080	12/01/94
ACFX	95370	T104	6080	12/01/94
ACFX	95371	T104	6080	12/01/94
ACFX	95372	T104	6080	12/01/94
ACFX	95373	T104	6080	12/01/94
ACFX	95374	T104	6080	12/01/94
ACFX	95375	T104	6080	12/01/94
ACFX	95376	T104	6080	12/01/94
ACFX	95377	T104	6080	12/01/94
ACFX	95378	T104	6080	12/01/94
ACFX	95379	T104	6080	12/01/94
ACFX	95388	T104	6071	10/01/94
ACFX	95389	T104	6071	10/01/94
ACFX	95390	T104	6071	10/01/94
ACFX	95391	T104	6071	10/01/94
ACFX	95392	T104	6071	10/01/94
ACFX	95393	T104	6071	10/01/94
ACFX	95394	T104	6071	10/01/94
ACFX	95395	T104	6071	10/01/94
ACFX	95396	T104	6071	10/01/94
ACFX	95397	T104	6071	10/01/94
ACFX	95398	T104	6071	10/01/94
ACFX	95399	T104	6071	10/01/94
ACFX	95400	T104	6071	10/01/94
ACFX	95401	T104	6071	10/01/94
ACFX	95402	T104	6071	10/01/94
ACFX	95403	T104	6071	10/01/94
ACFX	95404	T104	6071	10/01/94
ACFX	95405	T104	6071	10/01/94
ACFX	95406	T104	6071	10/01/94
ACFX	95407	T104	6071	10/01/94
ACFX	95408	T104	6071	10/01/94
ACFX	95409	T104	6071	10/01/94
ACFX	95410	T104	6071	10/01/94
ACFX	95411	T104	6071	10/01/94
ACFX	95412	T104	6071	10/01/94
ACFX	95413	T104	6071	10/01/94
ACFX	95414	T104	6071	10/01/94
ACFX	95415	T104	6071	10/01/94
ACFX	95416	T104	6071	10/01/94
ACFX	95417	T104	6071	10/01/94

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95500	T105	6075	03/01/95
ACFX	95501	T105	6075	03/01/95
ACFX	95503	T105	6075	03/01/95
ACFX	95504	T105	6075	03/01/95
ACFX	95506	T105	6075	03/01/95
ACFX	95507	T105	6075	03/01/95
ACFX	95508	T105	6075	03/01/95
ACFX	95509	T105	6075	03/01/95
ACFX	95510	T105	6075	03/01/95
ACFX	95511	T105	6075	03/01/95
ACFX	95512	T105	6075	03/01/95
ACFX	95513	T105	6075	03/01/95
ACFX	95514	T105	6075	03/01/95
ACFX	95515	T105	6075	03/01/95
ACFX	95516	T105	6075	03/01/95
ACFX	95517	T105	6075	03/01/95
ACFX	95518	T105	6075	03/01/95
ACFX	95519	T105	6075	03/01/95
ACFX	95520	T105	6075	03/01/95
ACFX	95521	T105	6075	03/01/95
ACFX	95522	T105	6075	03/01/95
ACFX	95523	T105	6075	03/01/95
ACFX	95524	T105	6075	03/01/95
ACFX	95525	T105	6075	03/01/95
ACFX	95526	T105	6075	03/01/95
ACFX	95527	T105	6075	03/01/95
ACFX	95561	T054	62530193	07/01/95
ACFX	95562	T054	62530193	07/01/95
ACFX	95563	T054	62530193	07/01/95
ACFX	95564	T054	62530193	07/01/95
ACFX	95565	T054	62530193	07/01/95
ACFX	95566	T054	62530193	07/01/95
ACFX	95567	T054	62530193	07/01/95
ACFX	95568	T054	62530193	07/01/95
ACFX	95643	T105	45100058	04/01/95
ACFX	95644	T105	45100058	04/01/95
ACFX	95645	T105	45100058	04/01/95
ACFX	95646	T105	45100058	04/01/95
ACFX	95647	T105	45100058	04/01/95
ACFX	95648	T105	45100058	04/01/95
ACFX	95649	T105	45100058	04/01/95
ACFX	95650	T105	45100058	04/01/95
ACFX	95651	T105	45100058	04/01/95
ACFX	95652	T105	45100058	04/01/95
ACFX	95653	T105	45100058	04/01/95
ACFX	95654	T105	45100058	04/01/95
ACFX	95655	T105	45100058	04/01/95
ACFX	95656	T105	45100058	04/01/95
ACFX	95657	T105	45100058	04/01/95
ACFX	95658	T105	45100058	04/01/95
ACFX	95659	T105	45100058	04/01/95
ACFX	95660	T105	45100058	04/01/95

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95661	T105	45100058	04/01/95
ACFX	95662	T105	45100058	04/01/95
ACFX	95701	T055	50630008	05/01/95
ACFX	95702	T055	50630008	05/01/95
ACFX	95717	T107	56650022	04/01/95
ACFX	95718	T107	56650022	04/01/95
ACFX	95719	T107	56650022	04/01/95
ACFX	95720	T107	56650022	04/01/95
ACFX	95721	T107	56650022	04/01/95
ACFX	95722	T107	56650022	04/01/95
ACFX	95723	T107	56650022	04/01/95
ACFX	95724	T107	56650022	04/01/95
ACFX	95725	T107	56650022	04/01/95
ACFX	95726	T107	56650022	04/01/95
ACFX	95727	T107	56650022	04/01/95
ACFX	95728	T107	56650022	04/01/95
ACFX	95729	T107	56650022	04/01/95
ACFX	95730	T107	56650022	04/01/95
ACFX	95731	T107	56650022	04/01/95
ACFX	95732	T107	56650022	04/01/95
ACFX	95733	T107	56650022	04/01/95
ACFX	95770	T107	56650022	04/01/95
ACFX	95771	T107	56650022	04/01/95
ACFX	95772	T107	56650022	04/01/95
ACFX	95773	T107	56650022	04/01/95
ACFX	95784	T107	56650022	04/01/95
ACFX	95785	T107	56650022	04/01/95
ACFX	95786	T107	56650022	04/01/95
ACFX	95787	T107	56650022	04/01/95
ACFX	95788	T107	56650022	04/01/95
ACFX	95789	T107	56650022	04/01/95
ACFX	95790	T107	56650022	04/01/95
ACFX	95791	T107	56650022	04/01/95
ACFX	95792	T107	56650022	04/01/95
ACFX	95793	T107	56650022	04/01/95
ACFX	95794	T107	56650022	04/01/95
ACFX	95795	T107	56650022	04/01/95
ACFX	95796	T107	56650022	04/01/95
ACFX	95797	T107	56650022	04/01/95
ACFX	95798	T107	56650022	04/01/95
ACFX	95799	T107	56650022	04/01/95
ACFX	95800	T107	56650022	04/01/95
ACFX	95801	T107	56650022	04/01/95
ACFX	95802	T107	56650022	04/01/95
ACFX	95803	T105	45070037	07/01/95
ACFX	95804	T105	45070037	07/01/95
ACFX	95805	T105	45070037	07/01/95
ACFX	95806	T105	45070037	07/01/95
ACFX	95807	T105	45070037	07/01/95
ACFX	95808	T105	45070037	07/01/95
ACFX	95809	T105	45070037	07/01/95
ACFX	95810	T106	6193	06/01/95

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95811	T106	6193	06/01/95
ACFX	95812	T106	6193	06/01/95
ACFX	95813	T106	6193	06/01/95
ACFX	95814	T106	6193	06/01/95
ACFX	95815	T106	6193	06/01/95
ACFX	95816	T106	6193	06/01/95
ACFX	95817	T106	6193	06/01/95
ACFX	95818	T106	6193	06/01/95
ACFX	95819	T106	6193	06/01/95
ACFX	95820	T106	6193	06/01/95
ACFX	95821	T106	6193	06/01/95
ACFX	95822	T106	6193	06/01/95
ACFX	95823	T106	6193	06/01/95
ACFX	95824	T106	6193	06/01/95
ACFX	95825	T106	6193	06/01/95
ACFX	95826	T106	6193	06/01/95
ACFX	95827	T106	6193	06/01/95
ACFX	95828	T106	6193	06/01/95
ACFX	95829	T106	6193	06/01/95
ACFX	95830	T106	6193	06/01/95
ACFX	95831	T106	6193	06/01/95
ACFX	95832	T106	6193	06/01/95
ACFX	95833	T106	6193	06/01/95
ACFX	95834	T106	6193	06/01/95
ACFX	95835	T106	6193	06/01/95
ACFX	95836	T106	6193	06/01/95
ACFX	95837	T106	6193	06/01/95
ACFX	95838	T106	6193	06/01/95
ACFX	95839	T106	6193	06/01/95
ACFX	95840	T106	6193	06/01/95
ACFX	95841	T106	6193	06/01/95
ACFX	95842	T106	6193	06/01/95
ACFX	95843	T106	6193	06/01/95
ACFX	95844	T106	6193	06/01/95
ACFX	95845	T106	6193	06/01/95
ACFX	95846	T106	6193	06/01/95
ACFX	95847	T106	6193	06/01/95
ACFX	95848	T106	6193	06/01/95
ACFX	95849	T106	6193	06/01/95
ACFX	95850	T106	6193	06/01/95
ACFX	95851	T106	6193	06/01/95
ACFX	95852	T106	6193	06/01/95
ACFX	95853	T106	6193	06/01/95
ACFX	95854	T106	6193	06/01/95
ACFX	95855	T106	6193	06/01/95
ACFX	95856	T106	6193	06/01/95
ACFX	95857	T106	6193	06/01/95
ACFX	95858	T106	6193	06/01/95
ACFX	95859	T106	6193	06/01/95
ACFX	95860	T103	62530195	00/00/00
ACFX	95861	T104	6205	08/01/95
ACFX	95862	T104	6205	08/01/95

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95863	T104	6205	08/01/95
ACFX	95864	T104	6205	08/01/95
ACFX	95865	T104	6205	08/01/95
ACFX	95866	T104	6205	08/01/95
ACFX	95867	T104	6205	08/01/95
ACFX	95868	T104	6205	08/01/95
ACFX	95869	T104	6205	08/01/95
ACFX	95870	T104	6205	08/01/95
ACFX	95871	T104	6205	08/01/95
ACFX	95872	T104	6205	08/01/95
ACFX	95873	T104	6205	08/01/95
ACFX	95874	T104	6205	08/01/95
ACFX	95875	T104	6205	08/01/95
ACFX	95876	T104	6205	08/01/95
ACFX	95877	T104	6205	08/01/95
ACFX	95878	T104	6205	08/01/95
ACFX	95879	T104	6205	08/01/95
ACFX	95880	T104	6205	08/01/95
ACFX	95881	T104	6205	08/01/95
ACFX	95882	T104	6205	08/01/95
ACFX	95883	T104	6205	08/01/95
ACFX	95884	T104	6205	08/01/95
ACFX	95885	T104	6205	08/01/95
ACFX	95886	T104	6205	08/01/95
ACFX	95887	T104	6205	08/01/95
ACFX	95888	T104	6205	08/01/95
ACFX	95889	T104	6205	08/01/95
ACFX	95890	T104	6205	08/01/95
ACFX	95891	T106	27530123	06/01/95
ACFX	95892	T106	27530123	06/01/95
ACFX	95893	T106	27530123	06/01/95
ACFX	95894	T106	27530123	06/01/95
ACFX	95895	T106	27530123	06/01/95
ACFX	95896	T106	27530123	06/01/95
ACFX	95897	T106	27530123	06/01/95
ACFX	95898	T106	27530123	06/01/95
ACFX	95899	T106	27530123	06/01/95
ACFX	95900	T106	27530123	06/01/95
ACFX	95901	T106	27530123	06/01/95
ACFX	95902	T106	27530123	06/01/95
ACFX	95903	T106	27530123	06/01/95
ACFX	95904	T106	27530123	06/01/95
ACFX	95905	T106	27530123	06/01/95
ACFX	95906	T106	6193	06/01/95
ACFX	95907	T106	6193	06/01/95
ACFX	95908	T106	6193	06/01/95
ACFX	95909	T106	6193	06/01/95
ACFX	95910	T106	6193	06/01/95
ACFX	95911	T106	6193	06/01/95
ACFX	95912	T106	6193	06/01/95
ACFX	95913	T106	6193	06/01/95
ACFX	95914	T106	6193	06/01/95

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	95915	T106	6193	06/01/95
ACFX	95916	T106	6193	06/01/95
ACFX	95917	T106	6193	06/01/95
ACFX	95918	T106	6193	06/01/95
ACFX	95919	T106	6193	06/01/95
ACFX	95920	T106	6193	06/01/95
ACFX	95921	T106	6193	06/01/95
ACFX	95922	T106	6193	06/01/95
ACFX	95923	T106	6193	06/01/95
ACFX	95924	T106	6193	06/01/95
ACFX	95925	T106	6193	06/01/95
ACFX	95926	T106	6193	06/01/95
ACFX	95927	T106	6193	06/01/95
ACFX	95928	T106	6193	06/01/95
ACFX	95929	T106	6193	06/01/95
ACFX	95930	T106	6193	06/01/95
ACFX	95931	T106	6193	06/01/95
ACFX	95932	T106	6193	06/01/95
ACFX	95933	T106	6193	06/01/95
ACFX	95934	T106	6193	06/01/95
ACFX	95935	T106	6193	06/01/95
ACFX	95936	T106	6193	06/01/95
ACFX	95937	T106	6193	06/01/95
ACFX	95938	T106	6193	06/01/95
ACFX	95939	T106	6193	06/01/95
ACFX	95940	T106	6193	06/01/95
ACFX	95941	T106	6193	06/01/95
ACFX	95942	T106	6193	06/01/95
ACFX	95943	T106	6193	06/01/95
ACFX	95944	T106	6193	06/01/95
ACFX	95945	T106	6193	06/01/95
ACFX	95946	T106	6193	06/01/95
ACFX	95947	T106	6193	06/01/95
ACFX	95948	T106	6193	06/01/95
ACFX	95949	T106	6193	06/01/95
ACFX	95950	T106	6193	06/01/95
ACFX	95951	T106	6193	06/01/95
ACFX	95952	T106	6193	06/01/95
ACFX	95953	T106	6193	06/01/95
ACFX	95954	T106	6193	06/01/95
ACFX	95955	T106	6193	06/01/95
ACFX	200101	T108	6335	00/00/00
ACFX	200102	T108	6336	00/00/00
ACFX	200103	T108	6336	00/00/00
ACFX	200104	T108	6336	00/00/00
ACFX	200105	T108	6336	00/00/00
ACFX	200106	T108	6336	00/00/00
ACFX	200107	T108	6336	00/00/00
ACFX	200108	T108	6336	00/00/00
ACFX	200109	T108	6336	00/00/00
ACFX	200110	T108	6336	00/00/00
ACFX	200111	T108	6336	00/00/00

10/23/95

SCHEDULE A

Rptg Mark	Car Number	AAR Desg	Contract	Effective Date
ACFX	200112	T108	6336	00/00/00
ACFX	200113	T108	6336	00/00/00
ACFX	200114	T108	6336	00/00/00
ACFX	200115	T108	6336	00/00/00
ACFX	200116	T108	6336	00/00/00
ACFX	200117	T108	6336	00/00/00
ACFX	200118	T108	6336	00/00/00
ACFX	200119	T108	6336	00/00/00
ACFX	200120	T108	6336	00/00/00
ACFX	200121	T108	6336	00/00/00
ACFX	200122	T108	6336	00/00/00
ACFX	200123	T108	6336	00/00/00
ACFX	200124	T108	6336	00/00/00
ACFX	200125	T108	6336	00/00/00
ACFX	200126	T108	6336	00/00/00
ACFX	200127	T108	6336	00/00/00
ACFX	200128	T108	6336	00/00/00
ACFX	200129	T108	6336	00/00/00
ACFX	200130	T108	6336	00/00/00
ACFX	200131	T108	6336	00/00/00
ACFX	200132	T108	6336	00/00/00
ACFX	200133	T108	6336	00/00/00
ACFX	200134	T108	6336	00/00/00
ACFX	200135	T108	6336	00/00/00
ACFX	200136	T108	6336	00/00/00
ACFX	200137	T108	6336	09/01/95
ACFX	200138	T108	6336	09/01/95
ACFX	200139	T108	6336	09/01/95
ACFX	200140	T108	6336	09/01/95
ACFX	200141	T108	6336	09/01/95
ACFX	200142	T108	6336	09/01/95
ACFX	200143	T108	6336	09/01/95
ACFX	200144	T108	6336	09/01/95
ACFX	200145	T108	6336	09/01/95
ACFX	200146	T108	6336	09/01/95
ACFX	200147	T108	6336	09/01/95
ACFX	200148	T108	6336	09/01/95
ACFX	200149	T108	6336	09/01/95
ACFX	200150	T108	6336	09/01/95
ACFX	200151	T108	6336	10/01/95
ACFX	200152	T108	6335	